

**IN UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF GEORGIA  
SAVANNAH DIVISION**

UNITED STATES OF AMERICA, )  
)  
Plaintiff, )  
)  
v. )  
)  
BACA CONCRETE/BACA READY )  
MIX d/b/a )  
BACA READY MIX OF SAVANNAH, )  
LLC/BACA PROPERTIES, LLC )  
)  
Defendants. )

Civil Action No. 4:24-cv-172

## UNITED STATES' COMPLAINT FOR MONEY JUDGMENT

This civil action is brought by the Plaintiff, United States of America, on behalf of its agency United States Department of Labor, Wage and Hour Division, to recover a delinquent debt against the above-captioned defendants, in the amount of \$156,213.79, including interest and penalties provided for by law, pursuant to the Federal Debt Collections Procedure Act, codified at 28 U.S.C. § 3001. In support, the United States alleges as follows.

## NATURE OF THE ACTION

1. This is a civil action brought to collect one delinquent debt in the total amount due of \$156,213.79 as of May 2, 2024, pursuant to the 28 U.S.C. § 3001, plus interest pursuant to 31 U.S.C. § 3717(e), 3711(g)(6) and (7), 31 C.F.R. 285.12(j), 31 C.F.R. 901.1(f), and 28 U.S.C. § 527. The Department of Labor imposed the penalty on Baca Concrete/Baca Ready Mix for violations of the Fair Labor Standards Act 29

U.S.C. § 203, specifically for failing to pay back wages for thirty-three (33) employees incurred between December 20, 2015 and December 19, 2017.

### **JURISDICTION AND VENUE**

2. This Court has subject-matter jurisdiction over an action commenced by the United States pursuant to 28 U.S.C. § 1345, and over an action for recovery of debts under 28 U.S.C. § 3001, et seq.

3. Venue is proper pursuant to 28 U.S.C. § 1391 and Local Rule 2.1(d) because the Defendant resides and operates in Chatham County, located in the Savannah Division of the Southern District of Georgia.

### **PARTIES**

4. Plaintiff is the United States of America, acting through the United States Department of Treasury, Bureau of Fiscal Service, who is collecting the debt for the United States Department of Labor, Wage and Hour Division (“DOL”). The debt was referred to the Department of Treasury in accordance with the Debt Collection Improvement Act of 1996 (“DCIA”), *See* 31 U.S.C. § 3701, et seq.

5. The Defendant, Baca Concrete/Baca Ready Mix, is a company involved in the supply of concrete. Upon information and belief, Baca Concrete also does business as Baca Ready Mix; Baca Ready Mix of Savannah, LLC; Baca Properties, LLC (collectively, “Baca Concrete”). Baca Concrete’s last known address is 109 Crestview Drive, Pooler, GA 31322. The other known addresses for Baca Concrete are P.O. Box 917, Pooler, GA 31322; 205 Demott Drive, Bloomingdale, GA 31302;

6041 Ogeechee Road, Savannah, GA 31419; and 289 Telfair Road #F, Savannah, GA 31419.

### **FACTS RELATED TO PENALTIES**

6. As reviewed below, DOL imposed one cumulative penalty on Baca Concrete following an investigation of the employer's business under the Fair Labor Standards Act covering the period of December 20, 2015 through December 19, 2017. The results of the investigation discovered monetary violations resulting in thirty-three (33) employees due back wages in the amount of \$130,359.26.

7. By failing to pay back wages to thirty-three (33) employees from December 20, 2015 through December 19, 2017, Baca Concrete violated the Fair Labor Standards Act 29 U.S.C. § 203.

8. Based on the violations found in the investigation, and the resulting penalties assessed, DOL entered into a Back Wage Compliance and Payment Agreement ("the Agreement") on September 1, 2018. *See* Exhibit A. The Agreement entered between DOL and Miguel Baca, Officer of Baca Concrete, on behalf of Baca Concrete, provided for a set schedule of payments with Baca Concrete agreeing to pay to the thirty-three (33) employees a cumulative amount of \$130,359.26, in addition to an annual interest rate of 1.00 percent and an annual penalty rate of 6.00 percent. *Id.* The balance was required to be paid in full, on or before November 30, 2021. *Id.* Incorporated into and a part of the Agreement, Baca Concrete signed on or about April 23, 2019, the Department of Labor's Summary of Unpaid Wages Document, through which Baca Concrete agreed to pay the listed employees the

amount shown no later than September 21, 2021. Baca Concrete was required to provide evidence of each payment included on the Schedule of Payments to DOL on the first of each month. *Id.* Baca Concrete additionally agreed to waive all rights and defenses available by virtue of statute of limitations and including, but not limited to, section 6 of the Portal-to-Portal Act codified at 29 U.S.C. § 255.

9. Baca Concrete failed to abide by the terms of the Agreement, and on or about December 21, 2019, DOL referred the outstanding debt, plus interest and fees, to the United States Department of Treasury (“Treasury”). At the time of referral, Baca Concrete had a remaining balance, including penalties and interest, totaling \$130,860.85.

10. Treasury issued a notice to Baca Concrete on December 23, 2019 informing them of the total debt owed in the amount of \$130,860.85 and requested payment be made immediately

11. On or about January 9, 2021, Baca Concrete made one additional payment towards their outstanding debt in the amount of \$19,301.25, reducing the outstanding principal balance to \$93,143.38. No other payments have been made towards their debt. As of May 2, 2024, Baca Concrete owes a principal balance of \$93,143.38, interest in the amount of \$3,092.87, penalty fees in the amount of \$18,557.22, and administrative costs in the amount of \$41,420.32, for a total outstanding balance of \$156,213.79, as shown in the Certificate of Indebtedness, attached hereto as Exhibit B.

12. Baca Concrete was informed of this total balance owed on May 6, 2024 through mailed correspondence from the United States Department of Justice, Nationwide Central Intake Facility.

13. As of the filing of this Complaint, Baca Concrete has not paid any part of the penalties for which it is liable and remains indebted to the United States.

WHEREFORE, the United States demands judgment against Baca Concrete for a total amount owed of \$156,213.79, which includes the principal total amount of \$93,143.38; plus interest in the amount of \$3,092.87 accrued through May 2, 2024 to accrue at a rate of 1.00 percent per annum; plus penalty fees in the amount of \$18,557.22, to increase at 6.00 percent per annum; plus administrative costs in the amount of \$41,420.32. The United States further demands, pursuant to 28 U.S.C. § 1961, that interest on the judgment accrue at the post judgment rate until paid in full.

Respectfully submitted, this 7th day of August, 2024.

JILL E. STEINBERG  
UNITED STATES ATTORNEY

/s/ Lindsay Berman-Hansell  
Assistant United States Attorney  
Georgia Bar No. 575823  
22 Barnard Street, Suite 300  
Savannah, Ga. 31401  
(p) 912-652-4422  
(f) 912-652-4326  
Lindsay.Berman-Hansell@usdoj.gov